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7 UNITED STATES DISTRICT COURT
8 WESTERN DISTRICT OF WASHINGTON
9 AT SEATTLE

10 GEICO MARINE INSURANCE COMPANY,
11 Foreign insurer

No. 2:19-cv-00344

12 Plaintiff,

13 [PROPOSED] ORDER GRANTING
14 MOTION FOR DEFAULT JUDGMENT
15 AND JUDGMENT AGAINST MICHAEL
16 SCHLADETZKY

vs.

MICHAEL SCHLADETZKY, an individual

17 NOTE FOR MOTION CALENDAR:
18 MAY 23, 2019

Defendant.

19 THIS MATTER comes before the Court on GEICO Marine Insurance Company's
20 (Dkt. #9)
21 Motion for Default Judgment. The Court has considered the Motion, as well as the filings and
22 pleadings in the court docket.

23 IT IS HEREBY ORDERED that GEICO Marine Insurance Company's Motion for Entry
of Default Judgment is GRANTED. Default Judgment is hereby entered against defendant
Michael Schladetzky as follows:

24 (1) Michael Schladetzky has misrepresented material facts to GEICO Marine Insurance
25 Company in his claim for insurance benefits under Policy #BUS5999518-00
26 ("Policy") related to the October 8, 2018 fire loss of the vessel Discovery.

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2361556 / 1684.0001

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1 (2) Michael Schladetzky has breached the conditions of the Policy by failing to cooperate
2 in the investigation of the claim for insurance benefits related to the October 8, 2018
3 fire loss of the vessel Discovery.

4 (3) Michael Schladetzky's misrepresentations constitute fraud, misrepresentation and are
5 a breach of the insurance Policy # BUS5999518-00 issued by GEICO Marine
6 Insurance Company.

7 (4) Based on Mr. Schladetzky's material misrepresentations, Policy # BUSS5999518-00
8 with policy period July 18, 2018 – July 18, 2019 is void as a matter of law from the
9 beginning of the policy period.

10 (5) Michael Schladetzky is not entitled to coverage, including but not limited to coverage
11 under the Policy for A. HULL & EQUIPMENT, C. BOATING LIABILITY
12 (PROTECTION & INDEMNITY) and H. PERSONAL EFFECTS for the underlying
13 loss related to the October 8, 2018 fire of the vessel Discovery.

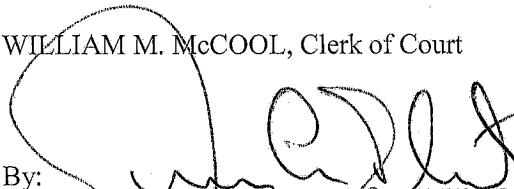
14 (6) GMIC has no duty to defend or indemnify Mr. Schladetzky under the Policy.

15 (7) Any obligation of GMIC to defend or indemnify Mr. Schladetzky for the underlying
16 loss shall end as of the date this Judgment is entered.

17 ORDERED this 12th day of June, 2019.

18 WILLIAM M. McCOOL, Clerk of Court

19 By:

20 
James L. Robart
U.S. District Judge

1 Presented by:

2 **FORSBERG & UMLAUF, P.S.**

3

4 By: s/ Ryan J. Hesselgesser

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